

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA
PHILADELPHIA DIVISION**

In Re: GULSHANARA QUADIR Debtor(s) WILMINGTON SAVINGS FUND SOCIETY, FSB, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS OWNER TRUSTEE FOR CSMC 2018- RPL6 TRUST Movant v. GULSHANARA QUADIR Debtor(s) KENNETH E. WEST Trustee Respondent(s)	Chapter 13 Case Number: 23-10653-pmm
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**MOTION FOR RELIEF FROM AUTOMATIC STAY WITH RESPECT TO PROPERTY: 1417
DISSTON ST, PHILADELPHIA, PA 19111**

Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust, through its Counsel, Stern & Eisenberg PC, respectfully requests the Court grant its Motion for Relief and in support thereof respectfully represents as follows:

1. Movant is Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust (hereafter referred to as “Movant”).
2. Debtor(s), Gulshanara Quadir (hereinafter, “Debtor(s)”), is/are, upon information and belief, adult individual(s) whose last-known address is 1417 Disston St, Philadelphia, PA 19111.
3. On September 12, 2005, Gulshanara Quadir, executed and delivered a Note in the principal sum of \$248,000.00 to Countrywide Home Loans, Inc.. A copy of the Note is attached as Exhibit “A” and is hereby incorporated by reference.
4. As security for the repayment of the Note, Gulshanara Quadir, executed and delivered a Mortgage to Mortgage Electronic Registration Systems Inc., as Nominee for Countrywide Home Loans, Inc. The Mortgage was duly recorded in the Office of the Recorder of Deeds in and for Philadelphia County on October 4, 2005 at Instrument 51283413. A copy of the Mortgage is attached as Exhibit “B” and is hereby incorporated by reference.
5. The Mortgage encumbers Debtor’s real property located at 1417 Disston St, Philadelphia, PA 19111.
6. By assignment of mortgage, the loan was ultimately assigned to Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust. A true and correct copy of the assignment is attached as Exhibit “C” and is hereby incorporated by reference.

7. Debtor(s) filed the instant Chapter 13 Bankruptcy on March 6, 2023 and, as a result, any state court proceedings were stayed.
8. It is believed and therefore averred that Debtor(s) filed the instant bankruptcy as an additional delay in order to prevent Movant from proceeding with the state court proceedings or otherwise institute proceedings as allowed under the Mortgage.
9. Debtor's mortgage loan is in default and is currently due for the April 1, 2023 payment and each subsequent payment through the date of the motion. Debtor(s) has/have failed to make the following post-petition payments to Movant:

POST-PETITION PAYMENTS IN DEFAULT

Monthly Payments in Default.....	04/01/2023 to 06/01/2023
Monthly payments (\$1,455.52 x 3)	\$4,366.56
Total Amounts Due as of June 7, 2023:	\$4,366.56

10. In addition, Movant will incur counsel fees and costs in association with Debtor's default and this motion.
11. As a result of the Debtor's default and failure to make payments or to otherwise adequately provide for Movant in the bankruptcy filing, Movant is not adequately protected and is entitled to relief.
12. As of June 7, 2023, the Unpaid Principal Balance is \$210,954.48.
13. Further, the Debtor's Schedule D indicates a valuation of the property in the amount of \$373,020.00, with Movant's first lien against the property in the amount of \$309,086.57. Accordingly, there is no equity in the Property and the property is not necessary for an effective reorganization. A copy of the Debtor's Schedule D is attached as Exhibit "D" and incorporated herein by reference.
14. New Rez LLC d/b/a Shellpoint Mortgage Servicing services the underlying mortgage loan and note for the property referenced in this motion for Movant. In the event the automatic stay in this case is modified, this case dismisses, and/or the Debtor obtains a discharge and a foreclosure action is commenced on the mortgaged property, the foreclosure will be conducted in the name of Movant. Movant, directly or through an agent, has possession of the Note. The Note is endorsed in blank. Movant is the beneficiary or the assignee of the Deed of Trust.
15. Debtor or Debtor's Counsel is encouraged to contact Shellpoint Mortgage Servicing to discuss potential loss mitigation options, if the debtor(s) is experiencing hardship resulting in the COVID-19. Please call 866-825-2174 for assistance Monday-Friday 9am to 8pm EST.
16. To the extent the Court does not find that relief is appropriate, then Movant requests that the stay be conditioned such that in the event the Debtor(s) fall(s) behind on post-petition payments or trustee payments that Movant may receive relief upon default by the Debtor(s) of the terms of the conditional order.

17. Movant requests that the stay of Bankruptcy Rule 4001(a)(3) be waived.

WHEREFORE, Movant, Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee for CSMC 2018-RPL6 Trust, respectfully requests this Court to grant the appropriate relief under 11 U.S.C. §362 from the automatic stay as set forth in the proposed order together with waiver of Bankruptcy Rule 4001(a)(3).

Respectfully Submitted:

Stern & Eisenberg, PC

By: /s/ Daniel P. Jones

Daniel P. Jones

Bar Number: 321876

Email: djones@sterneisenberg.com

Date: June 21, 2023